

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Sep 25, 2014

Action Requested By: Legal

Agenda Type: Resolution

Subject Matter:

First Amendment to Non-Recourse Promissory Note with Lowe Mill Capital, LLC, for Mirabeau.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a First Amendment to Non-Recourse Promissory Note between the City of Huntsville and Lowe Mill Capital, LLC.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

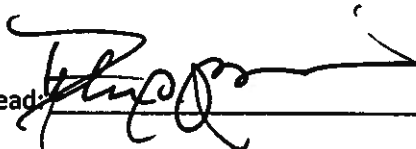
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head



Date: Sep 19, 2014

RESOLUTION NO. 14-_____

WHEREAS the City Council of the City of Huntsville, Alabama, does hereby declare that the Mayor be, and is hereby authorized to enter into a First Amendment to Non-Recourse Promissory Note between the City of Huntsville and Lowe Mill Capital, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a "First Amendment to Non-Recourse Promissory Note between the City of Huntsville and Lowe Mill Capital, LLC", consisting of two (2) pages and the date of September 25, 2014 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2014.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 25th day of September, 2014.

Mayor of the City of
Huntsville, Alabama

FIRST AMENDMENT TO NON-RECOURSE PROMISSORY NOTE

THIS FIRST AMENDMENT TO NON-RECOURSE PROMISSORY NOTE ("First Amendment to Note") is made and entered into as of the ____ day of _____, 2014, by and between **Lowe Mill Capital, LLC**, an Alabama limited liability company (the "Borrower"), and **City of Huntsville**, (the "Note Holder").

RECITALS

A. Borrower previously executed and delivered unto Note Holder that certain Non-Recourse Promissory Note made as of and effective October 29, 2013, in the principal amount of \$200,000.00 ("Note").

B. Borrower and Lender desire to modify the Note by increasing the note amount and desire to execute this First Amendment to Note for such purpose. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to such terms under the Note.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower and Lender do hereby amend and modify the Note in the following respects and further agree as follows:

1. The Recitals above are incorporated by reference and made a part hereof.
2. Amount is hereby amended as follows:

The Principal amount of the Note is hereby increased to \$350,000.00 ("Note").

3. Except as hereby amended and modified, the terms and provision of the Note shall remain in full force and effect and unmodified, and the Note, as modified herein, is hereby ratified, confirmed and approved in all respects.

President of the City Council of the
City of Huntsville, Alabama
Date:_____

IN WITNESS WHEREOF, Borrower and Note Holder have each caused this First Amendment to Note to be executed and effective as of the date first above written.

WITNESS:

"NOTE HOLDER"
CITY OF HUNTSVILLE,

By: _____
Its _____

WITNESS:

"BORROWER"
LOWE MILL CAPITAL, LLC
an Alabama limited liability company

By: Veristar Capital Resources, LLC,
Its: Managing Member

By: _____
Name: David C. Greenberg
Its Managing Member

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 9/25/2014

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: First Amendment to Promissory Note

Document Name: First Amendment to Promissory Note - Lowe Mill Capital

City Obligation Amount:

Total Project Budget: \$350,000

Uncommitted Account Balance:




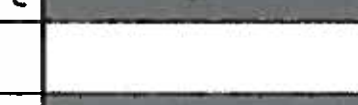
Account Number:

Procurement Agreements

| | |
|-----------------------|-----------------------|
| <u>Not Applicable</u> | <u>Not Applicable</u> |
|-----------------------|-----------------------|

Grant-Funded Agreements

| | |
|-----------------------|-------------|
| <u>Not Applicable</u> | Grant Name: |
|-----------------------|-------------|

| Department | Signature | Date |
|---|---|----------------|
| 1) Originating |  | <u>9-18-14</u> |
| 2) Legal |  | <u>9-19-14</u> |
| 3) Finance |  | <u>9/23</u> |
| 4) Originating |  | <u>9-19-14</u> |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |